Resolution authorizing developer participation agreement with MPM Development, LP, to reimburse develop up to \$867,649.76 for construction of off-site stormwater improvements for a planned residential and commercial development, Royal Oak Future Units, located on Rand Morgan Road, south of Leopard Street.

WHEREAS, the City is participating in the Developer's construction of off-site stormwater improvements for a planned residential and commercial development, Royal Oak Future; and

WHEREAS, the City is participating in the Developer's construction of off-site storm water improvements to incentivize residential homes development in that area in accordance with the approved public improvement plans; and

WHEREAS, the City has determined the agreement will carry out the purpose of the Unified Development Code;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CORPUS CHRISTI, TEXAS:

SECTION 1. The City Manager or designee is authorized to execute a developer participation agreement ("Agreement") with MPM Development, LP ("Developer") to reimburse developer up to \$867,649.76 for the City's participation in the construction of off-site stormwater improvements for a planned residential and commercial development, Royal Oak Future Units, located on Rand Morgan Road, south of Leopard Street, Corpus Christi, Nueces County, Texas.

PASSED AND APPROVE	D on the	day of	, 2022:
Paulette M. Guajardo			
Roland Barrera			
Gil Hernandez	<u></u>		
Michael Hunter	<u></u>		
Billy Lerma	<u> </u>		
John Martinez			
Ben Molina			
Mike Pusley			
Greg Smith			
ATTEST:		CITY OF	CORPUS CHRISTI
Rebecca Huerta City Secretary		Paulette M Mayor	И. Guajardo
City Coolotary		Mayor	

PARTICIPATION AGREEMENT For Oversizing Streets and Drainage Crossing Per UDC §8.4

STATE OF TEXAS § SCOUNTY OF NUECES §

This PARTICIPATION AGREEMENT ("Agreement") is entered into between the City of Corpus Christi ("City"), a Texas home-rule municipal corporation, acting by and through its City Manager, or designee, and MPM Development LP, ("Developer"), a Texas Limited Partnership.

WHEREAS, the Owner owns certain real property located in Corpus Christi, Nueces County, Texas, being 55.235 acres of land, more or less, a portion of Survey 416, A.B.&M. Certificate No. 962, Abstract 838, and being a portion of an 80 acre tract described by deed as Rand Morgan Road Property" in Document No. 2001007773, Official Records of Nueces County (the "Property"), and the Owner desires to develop and plat the Property designated on **Exhibit 1** of this Agreement, which exhibit is attached to and incorporated in this Agreement by reference, to be known as Royal Oak Future Units ("Plat");

WHEREAS, as a condition of the Plat, the Developer/Owner is required to construct improvements consisting of 2755 linear feet of 60" high density polyethylene pipe (HDPP), manholes, box culvert, pavement patching, and removal and replacing sanitary sewer pipe, service lines, and curb and gutter to enable stormwater runoff to drain into an underground drainage pipe to the McNorton Reach 4 Drainage Channel in accordance with the improvement requirements (the "Off-Site Stormwater Improvements") set forth in Exhibit 2, which exhibit is attached to and incorporated in this Agreement by reference;

WHEREAS, it is in the best interests of the City to have the public stormwater infrastructure installed by the Developer in conjunction with the Owner's Plat.

WHEREAS, Section 212.071 of the Texas Local Government Code authorizes a municipality to make a contract with a developer of a subdivision or land in the municipality to construct public improvements related to the subdivision or land; and

WHEREAS, this Agreement is made pursuant to Section 212.071 & 212.072 of the Texas Local Government Code and Article 8, Section 8.4.1, of the Unified Development Code of the City of Corpus Christi

NOW, THEREFORE, in order to provide a coordinated public stormwater construction and improvement project, the City and the Developer agree as follows:

MPM Development, LP Drainage Participation Agreement Section 1. <u>RECITALS</u>. The parties agree that the language contained in the preamble of this Agreement is substantive in nature, is incorporated into this Agreement by reference, and has been relied on by both parties in entering and executing this Agreement.

Section 2. <u>DEVELOPER PARTICIPATION</u>. Subject to the terms of this Agreement, **Exhibit 1**, and **Exhibit 2**, the Developer will construct Off-Site Stormwater Improvements in accordance with the plans and specifications approved in advance of construction by the City Engineer. The parties acknowledge and confirm the total cost estimate for construction of the Off-Site Stormwater Improvements, which estimate is attached to and incorporated in this Agreement as **Exhibit 3** (the "Cost Estimate"). Subject to the limitations set forth below, the Developer shall pay a portion of the costs of construction of the Off-Site Stormwater Improvements. Further, subject to the limitations set forth below, the City shall pay the portion of the costs of construction of the Off-Site Stormwater Improvements, designated as the total amount reimbursable by the City on the Cost Estimate. Upon completion and acceptance of the Off-Site Stormwater Improvements, City will own and maintain the Public Improvements.

Section 3. <u>CITY PARTICIPATION</u>. Notwithstanding any other provision of this Agreement, the total amount that the City shall pay for the City's agreed share of the actual costs of the Off-Site Stormwater Improvements shall not exceed \$ 867,649.76.

Section 4. <u>REIMBURSEMENT</u>. The City shall reimburse the Developer a pro rata portion of the City's agreed costs of the Off-Site Stormwater Improvements monthly, based on the percentage of construction completed less the Developer's pro rata portion and contingent upon submission to the City of an invoice for the work performed. The invoices must be paid by the City no later than thirty (30) days following receipt of each monthly invoice. Such reimbursement will be made payable to the Developer at the address shown in section N of this Agreement.

Section 5. <u>PERFORMANCE BOND</u>. In accordance with the Texas Local Government Code, the Developer shall execute a performance bond for the construction of the Off-site stormwater improvements to ensure completion of the project. The bond must be executed by a corporate surety in accordance with Chapter 2253 of the Texas Government Code. The Developer shall submit proof of the required performance bonds to the City.

Section 6. <u>RECORDS</u>. All of the developer's books and other records related to the project shall be available for inspection by the City.

Section 7. <u>CONSTRUCTION CONTRACT DOCUMENTS</u>. Developer shall submit standard construction contract documents to the Executive Director of Public Works for review and approval in advance of beginning any construction of the Off-Site Stormwater improvements.

Section 8. <u>INSPECTIONS</u>. Throughout construction, the City shall conduct periodic inspections and either approve the progress of the Off-Site Stormwater Improvements or

promptly notify the Developer of any defect, deficiency, or other non-approved condition in the progress of the Off-Site Stormwater Improvements.

Section 9. <u>WARRANTY</u>. The Developer shall fully warranty the workmanship and construction of the Off-Site Stormwater Improvements for a period of one year from and after the date of acceptance of the improvements by the Executive Director of Public Works.

Section 10. INDEMNIFICATION.

DEVELOPER COVENANTS TO FULLY INDEMNIFY, SAVE AND HOLD HARMLESS THE CITY OF CORPUS CHRISTI, ITS OFFICERS, EMPLOYEES, AND AGENTS, ("INDEMNITEES") AGAINST ANY AND ALL LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ASSERTED AGAINST OR **RECOVERED FROM INDEMNITEES ON ACCOUNT OF INJURY OR** DAMAGE TO PERSON INCLUDING, WITHOUT LIMITATION ON THE FOREGOING, WORKERS' COMPENSATION AND DEATH CLAIMS, OR PROPERTY LOSS OR DAMAGE OF ANY OTHER KIND WHATSOEVER. TO THE EXTENT ANY INJURY, DAMAGE, OR LOSS MAY BE INCIDENT TO, ARISE OUT OF, BE CAUSED BY, OR BE IN ANY WAY CONNECTED WITH, EITHER PROXIMATELY OR REMOTELY, WHOLLY OR IN PART, THE CONSTRUCTION, INSTALLATION, EXISTENCE, OPERATION, USE, MAINTENANCE, REPAIR, RESTORATION, OR REMOVAL OF THE PUBLIC IMPROVEMENTS ASSOCIATED WITH THE PLATTING AND CONSTRUCTION OF THE OFF-SITE STORMWATER IMPROVEMENTS OF ROYAL OAK FUTURE UNITS SUBDIVISION DURING THE PERIOD OF CONSTRUCTION, INCLUDING THE INJURY, LOSS, OR DAMAGE CAUSED BY THE CONTRIBUTORY NEGLIGENCE OF THE INDEMNITEES OR ANY OF THEM. REGARDLESS OF WHETHER THE INJURY, DAMAGE, LOSS, VIOLATION, EXERCISE OF RIGHTS, ACT, OR OMISSION IS CAUSED OR IS CLAIMED TO BE CAUSED BY THE CONTRIBUTING OR CONCURRENT **NEGLIGENCE OF INDEMNITEES, OR ANY OF THEM, BUT NOT IF CAUSED** BY THE SOLE NEGLIGENCE OF INDEMNITEES, OR ANY OF THEM, UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY, AND INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS FEES WHICH ARISE. OR ARE CLAIMED TO ARISE, OUT OF OR IN CONNECTION WITH THE ASSERTED OR RECOVERED INCIDENT. THIS INDEMNITY SURVIVES TERMINATION OF THIS AGREEMENT.

Section 11. <u>DEFAULT</u>. The following events shall constitute default:

1. Developer fails to submit plans and specifications for the Off-Site Stormwater Improvements to the Executive Director of Public Works in advance of construction.

MPM Development, LP Drainage Participation Agreement 2. Developer does not reasonably pursue construction of the Off-Site Stormwater Improvements under the approved plans and specifications.

3. Developer fails to complete construction of the Off-Site Stormwater Improvements, under the approved plans and specifications, on or before the expiration of 24 calendar months measured from the date this document is executed by the City.

4. Either the City or the Developer otherwise fails to comply with its duties or obligations under this Agreement.

Section 12. NOTICE AND CURE.

1. In the event of a default by either party under this Agreement, the non-defaulting party shall deliver notice of the default, in writing, to the defaulting party stating, in sufficient detail, the nature of the default and the requirements to cure such default.

2. After delivery of the default notice, the defaulting party has 15 days from the delivery of the default notice ("Cure Period") to cure the default.

3. In the event the default is not cured by the defaulting party within the Cure Period, then the non-defaulting party may pursue its remedies in this section.

4. Should the Developer fail to perform any obligation or duty of this Agreement, the City shall give notice to the Developer, at the address stated in section N, of the need to perform the obligation or duty and, should the Developer fail to perform the required obligation or duty within 15 days of receipt of the notice, the City may perform the obligation or duty, charging the cost of such performance to the Developer.

5. In the event of an uncured default by the Developer, after the appropriate notice and Cure Period, the City has all its common law remedies and the City may:

a. Terminate this Agreement after the required notice and opportunity to cure the default;

b. Refuse to record a related plat or issue any certificate of occupancy for any structure to be served by the project; and/or

c. Perform any obligation or duty of the Developer under this Agreement and charge the cost of such performance to the Developer. The Developer shall pay to the City the reasonable and necessary cost of the performance within 30 days from the date the Developer receives notice of the cost of performance. In the event the Developer pays the City under the preceding sentence and is not otherwise in default under this Agreement, then the Agreement shall be considered in effect and no longer in default.

6.In the event of an uncured default by the City after the appropriate notice and Cure Period, the Developer has all its remedies at law or in equity for such default.

MPM Development, LP Drainage Participation Agreement

Section 13. FORCE MAJEURE.

1. The term "force majeure" as employed in this Agreement means and refers to acts of God; strikes, lockouts, or other industrial disturbances; acts of a public enemy; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; or other causes not reasonably within the control of the party claiming the inability.

2. If, by reason of force majeure, either party is rendered wholly or partially unable to carry out its obligations under this Agreement, then the party claiming force majeure shall give written notice of the full particulars of the force majeure to the other party within 10 days after the occurrence or waive the right to claim it as a justifiable reason for delay. The obligations of the party giving the required notice, to the extent affected by the force majeure, are suspended during the continuance of the inability claimed but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Section 14. NOTICES.

1. Any notice or other communication required or permitted to be given under this Agreement must be given to the other party in writing at the following address:

If to the City:	If to the Developer:
City of Corpus Christi	MPM Development, LP
Attn: Director, Development Services	PO Box 331308
2406 Leopard Street / 78401	Corpus Christi, Tx 78463
P.O. Box 9277/78469-9277	
Corpus Christi, Texas	

with a copy to:

City of Corpus Christi Attn: Asst. City Manager, Business Support Services 1201 Leopard Street / 78401 P. O. Box 9277 / 78469-9277 Corpus Christi, Texas

2. Notice must be made by United States Postal Service, First Class mail, certified, return receipt requested, postage prepaid; by a commercial delivery service that provides proof of delivery, delivery prepaid; or by personal delivery.

3. Either party may change the address for notices by giving notice of the change, in accordance with the provisions of this section, within five business days of the change.

Section 15. <u>PROJECT CONTRACTS</u>. Developer's contracts with the professional engineer for the preparation of the plans and specifications for the construction of Off-Site Stormwater Improvements, contracts for testing services, and contracts with the contractor for the construction of the Off-Site Stormwater Improvements must provide that the City is a third-party beneficiary of each contract.

Section 16. <u>DISCLOSURE OF INTEREST</u>. In compliance with City of Corpus Christi Ordinance No. 17112, the Developer agrees to complete the Disclosure of Interests form attached to this Agreement and incorporated by reference as **Exhibit 4**.

Section 17. <u>CERTIFICATE OF INTERESTED PARTIES</u>. Developer agrees to comply with Texas Government Code section 2252.908 and complete Form 1295 Certificate of Interested Parties as part of this agreement.

Form 1295 requires disclosure of "interested parties" with respect to entities that enter contracts with cities. These interested parties include:

1. persons with a "controlling interest" in the entity, which includes:

a. an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock or otherwise that exceeds 10 percent.

b. membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members: or

c. service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

2. a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser or attorney for the business entity.

Form 1295 must be electronically filed with the Texas Ethics Commission at <u>https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm</u>. The form must then be printed, signed, notarized and filed with the City. For more information, please review the Texas Ethics Commission Rules at <u>https://www.ethics.state.tx.us/legal/ch46.html</u>.

Section 18. <u>CONFLICT OF INTEREST</u>. Developer agrees to comply with Chapter 176 of the Texas Local Government Code and file Form CIQ with the City Secretary's Office, if required. For more information and to determine if you need to file a Form CIQ, please review the information on the City Secretary's website at http://www.cctexas.com/government/city-secretary/conflict-disclosure/index

Section 19. <u>SEVERABILITY</u>. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement shall not be affected, and this Agreement shall be construed as if the invalid portion had never been contained herein.

MPM Development, LP Drainage Participation Agreement Section 20. <u>COOPERATION</u>. The Parties agree to always cooperate in good faith to effectuate the purposes and intent of this Agreement.

Section 21. <u>ENTIRE AGREEMENT</u>. Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties regarding the sharing of costs for the Project and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter hereof.

Section 22. <u>AMENDMENTS.</u> Any amendment of this Agreement must be in writing and shall be effective if signed by the authorized representatives of both Parties.

Section 23. <u>APPLICABLE LAW; VENUE</u>. This Agreement shall be construed in accordance with Texas law. Venue for any action arising hereunder shall be in Nueces County, Texas.

Section 24. <u>AUTHORITY</u>. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

Section 25. <u>INDEPENDENT CONTRACTOR</u>. Developer covenants and agrees that it is an independent contractor, and not an officer, agent, servant or employee of City; that Developer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Developer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Developer.

Section 26. <u>NON-APPROPRIATION</u>. The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

Section 27. <u>TERM</u>. This Agreement becomes effective, is binding upon, and inures to the benefit of the City and the Developer from and after the date of the last signatory to this Agreement. This Agreement expires 24 calendar months from the date this document is executed by the City, unless terminated earlier in accordance with the provisions of this Agreement.

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EXECUTED in one original this	day of	, 2022.
		, ====:

ATTEST:

CITY OF CORPUS CHRISTI

Rebecca Huerta City Secretary Albert J. Raymond III, AIA, CBO Director of Development Services

THE STATE OF TEXAS	§
	§
COUNTY OF NUECES	ŝ

This instrument was signed by Rebecca Huerta, City Secretary, for the City of Corpus Christi, Texas, and acknowledged before me on the _____ day of _____, 2022.

Notary Public, State of Texas

THE STATE OF TEXAS § SCOUNTY OF NUECES §

This instrument was signed by Albert J. Raymond III, Director of Development Services, for the City of Corpus Christi, Texas, and acknowledged before me on the _____ day of _____, 2022.

Notary Public, State of Texas

APPROVED AS TO FORM: This _____ day of _____, 2022.

Buck Brice

MPM Development, LP Drainage Participation Agreement Page 8 of 9

Assistant City Attorney For the City Attorney

DEVELOPER/OWNER: MPM Development, LP

12/14/2021 Date

Moses Mostaghasi, General Partner

STATE OF TEXAS § SCOUNTY OF NUECES §

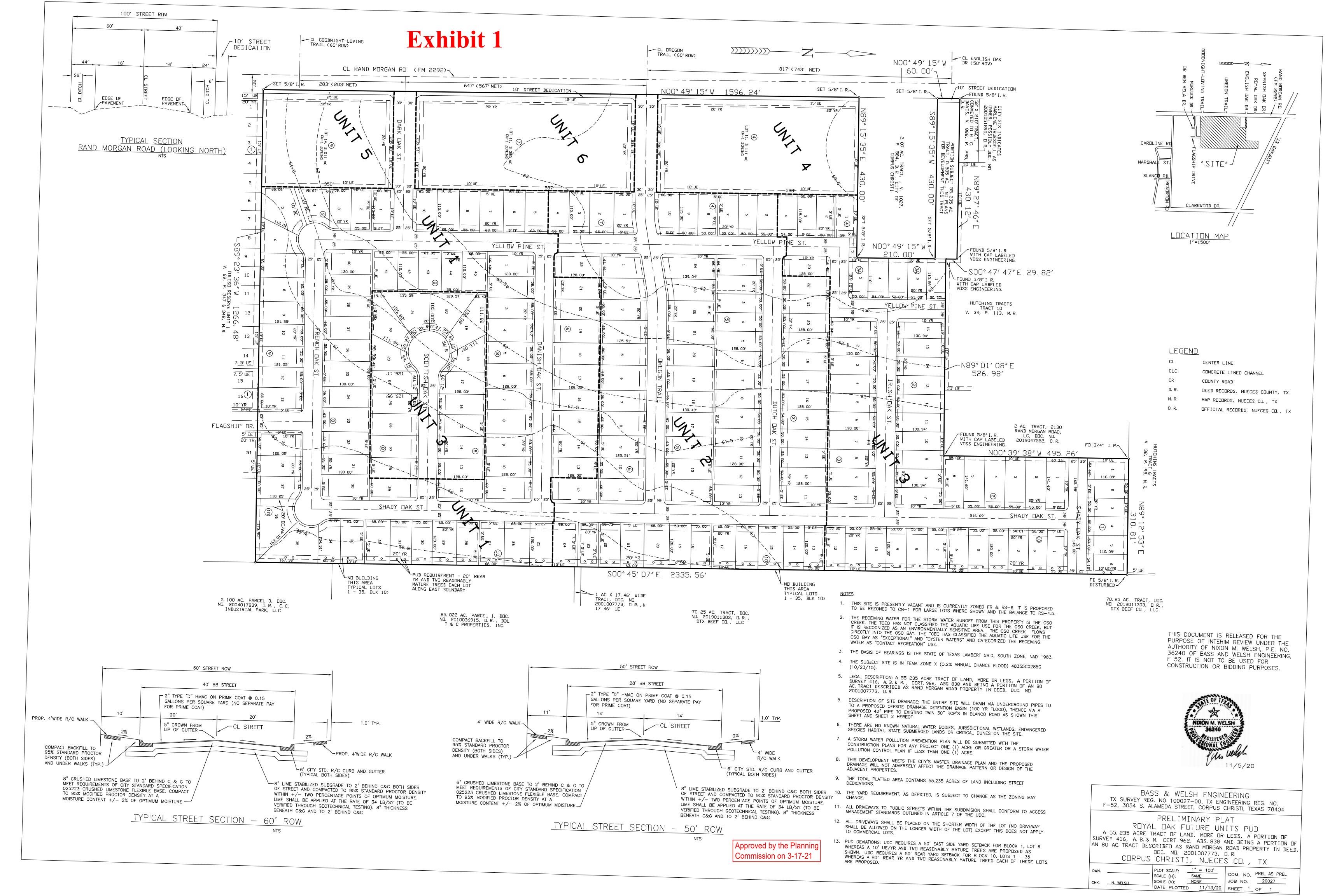
This instrument was acknowledged before me on the <u>14</u>, of <u>December</u> 2022, by Moses Mostaghasi, General Partner, MPM Development, LP, a Texas limited partnership, on behalf of said partnership.

CYNTHIA BUENO ID# 1178588-3 Notary Public STATE OF TEXAS My Comm. Exp. 11-04-2023

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Notary Public's Signature

MPM Development, LP Drainage Participation Agreement Page 9 of 9



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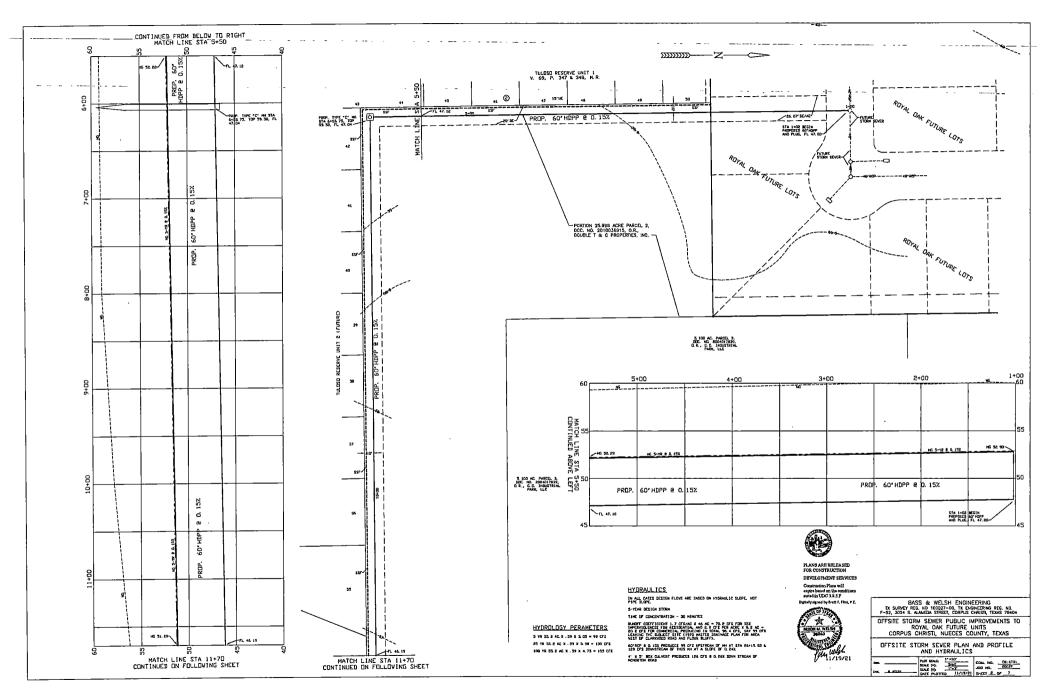
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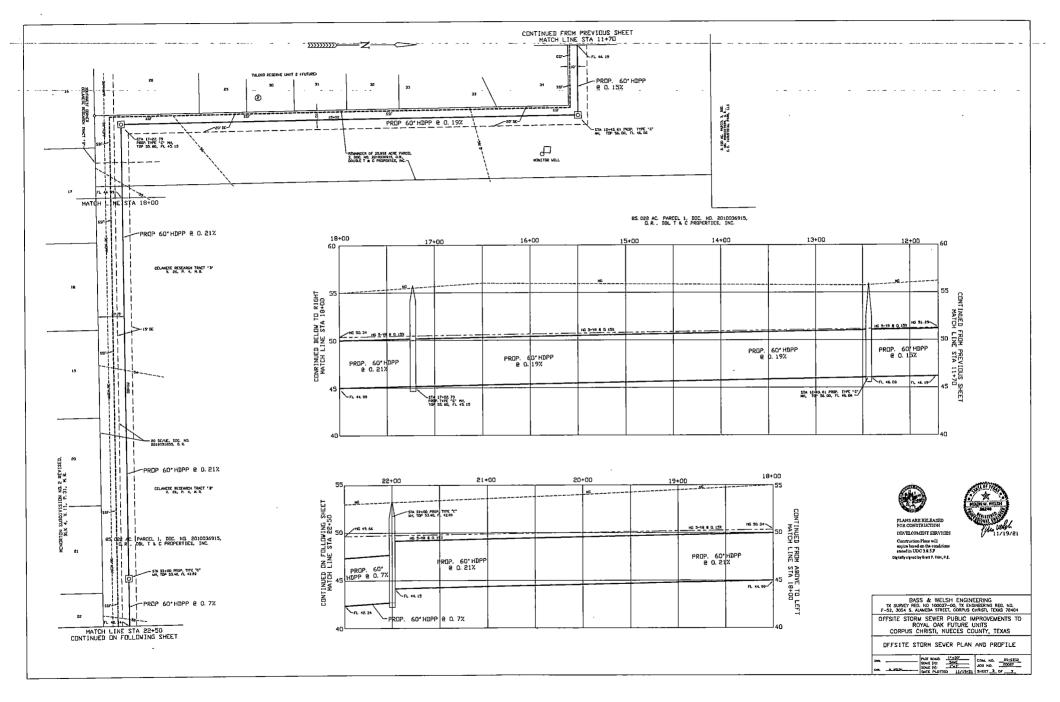
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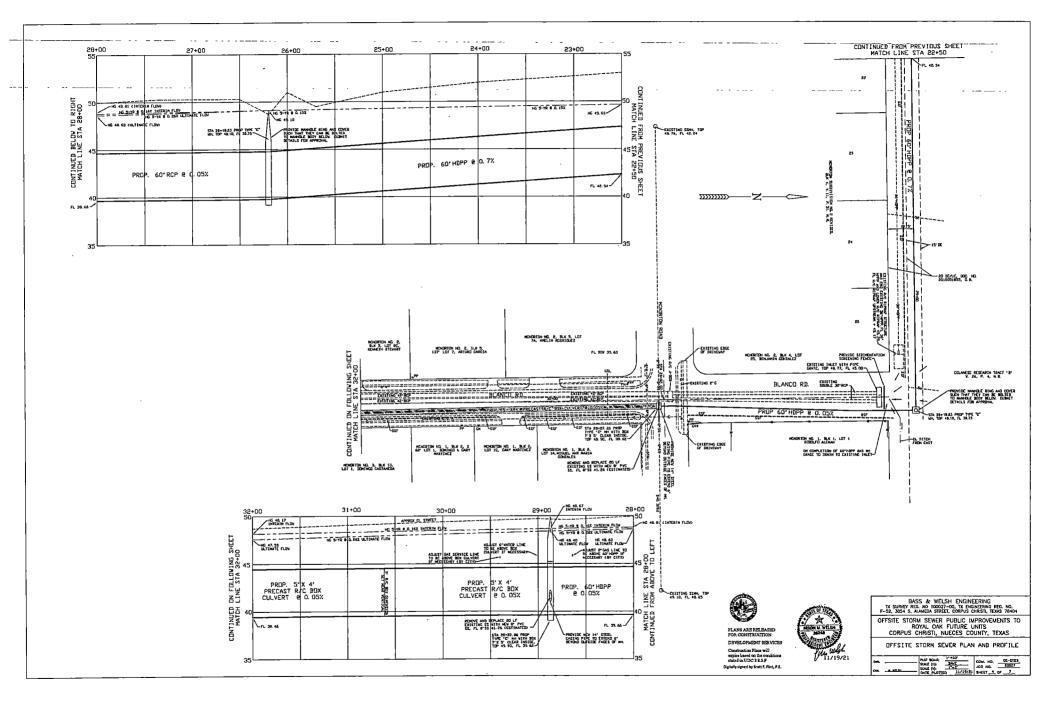
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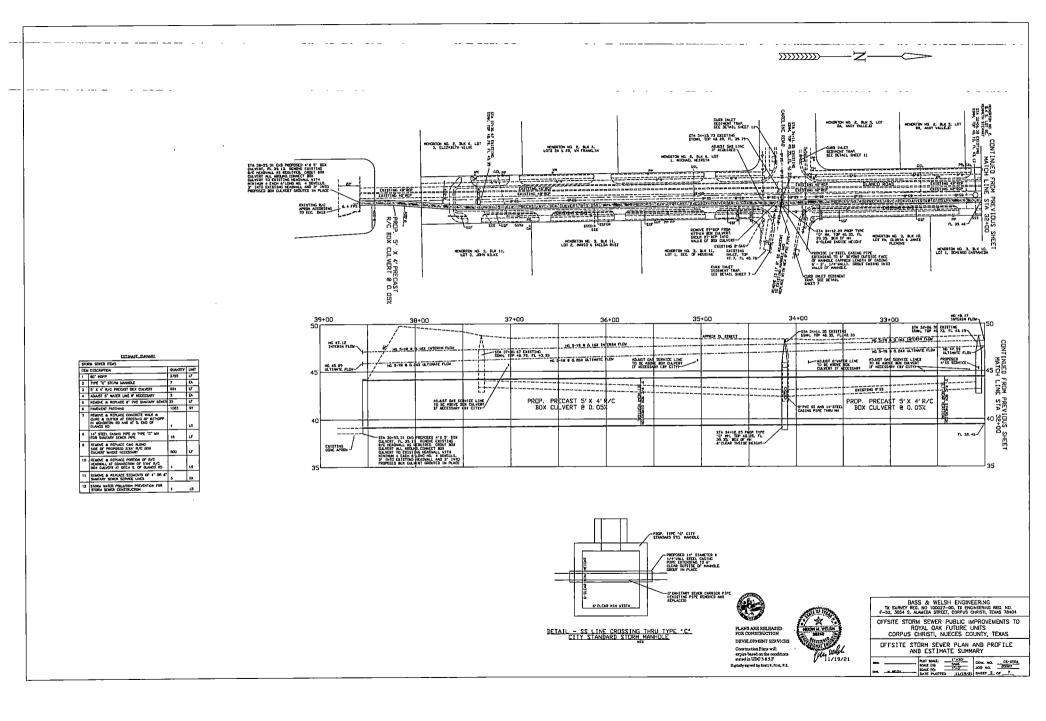
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AFFECTING THOOT RIGHT-OF-WAY REQUIRES REVIEW, APPROVAL AND/OR PERMIT AS APPLICADE Construction Plans will 2021.12.02 6. ALL PUBLIC IMPROVEMENTS SINCE BE WARRANTED BY THE DEVELOPER PER UNITED DEVELOPMENT CODE (UDC) SECTION 8.1.5 FROM THE DATE OF ACCEPTING OF THOSE MARCHEDISTS BY THE DATE OF DISACERNA, 4. THE WORDS SANTARY SERVER SHULL WEAN WASTE WATER AND VICE VERSA. NOTICES - INTERRUPTION OF SERVICES expire based on the co stated in UDC 3.8.5.F 1. CONTRACTOR SULL PROVIDE CACH HORIZONICA A TREE-DAY NOTICE AND A FOLD-HOURI NOTICE PORE TO DITERSPIREN OF ANY OR ALL OF ORIGINA, CAS, BATTA AND SANDAY SIDED STRACES, NATCES SHALL BE WRITTEN AND TAYED TO THE DOOR OF EACH PATTICEAR RESEDUCE (M STRACES) APPROVE FOR PUBLIC BAPROYLEDGY PORTBOLING POLITING REQUIREDGYS OF A FINAL PLAT SIMUL DURIE & THE POLIN PLAT FINAL PLAT SIMUL DURIES AS (6) BOINDS FORD TO DURIE OF ITS APPROVAL OF PLANSING COMPASSION & ORFORDLONG NAME NOT BEEN DURING NOT B 09:44:43 -06'00' er e Faate Tu. 1/19/21 APPROVAL FOR PUBLIC IMPROVEMENTS ASSOCIATED WITH A BUILDING PERMIT SHALL EXPREME THE BUILDING PERMIT EXPRESS A BUILDING PERMIT EXPRESS 180 DAYS FROM THE DATE OF RESUMPED UNLESS AN EXTENSION WE BETH CRANTED BY BUILDING REPERTIONS. 2. CONTRACTOR SHALL PROMOE THREE-ONY AND FOU OUR NOTICES VIA TELE A FORM IS SENSED FOR ANY EXPANSES IN FORM FOR FOR IS TO THE DEVICE SENSE AN ACTIVE THE COTT, FUNCTURES OF ANY FORM OF THE FUNCTION SENSE IN A FORM OF THE FUNCTION SENSE INTO A FORMATION SENSE INTO A FORMATION SENSE INTO A FORMATION OF THE FUNCTION SENSE INTO A FORMATION SENS NATER NOT DEVELOPER: PROMOS FULL JOINT RESTRANT AT ALL FITTINGS AND POPE JOINTS CONSTRUCT WATER SERVICE LINES AND CONNECTIONS PLACEMENT TO DAR NOTES AND DETAILS AS SHOWN ON STANDARD WATER DETAILS. STORM WATER POLLUTION PREVENTION MOSES MOSTAGHASI P.O. BOX 331308 CORPUS CHRISTI, TEXAS 78463 (361) 774-3832 PAY FOR ALL STORM WATCH POLLUTION PREVENTION WEASURES, SOLD WASTE DOSPOSAL, SOL TRACKING, SEEDING, ETC., AS PART OF "STORM WATCH POLLUTION PREVENTION". 10. ANY EXCAVATIONS ALLONED BY THE DIRECTOR OF DEVELOPMENT SERVICES ON CONCRETE STREETS MUST BE PERFORMED ENTIRE CONCRETE PANEL, IS REPLACED, ALL PUELD WATER LINE CONSTRUCTION AND MATERIALS SHALL BE IN ACCOMPLANCE WITH RECORDINING SET FORMIN OF TAG, CATY OF CORRAYS CHARSTIN WATER OSTINGUIDAN STANDARDS, DETALS, AND PRACTICES, PAC PRF AND FITTINGS FOR WATER LINES SHALL BE AMAY A DEVOL CLASS TAGS WITH A B R OF 18. UPON COMPLETION OF IMPROVEMENTS HEREOF, ALL DISTURDED AREAS SHALL BE GRASS SEEDED IN ACCOMPLETE WITH CITY STANDARD SPECIFICATION OZACIO "SEEDING". THE NPOES PERMIT CAN BE FOUND ON THE TOES WED SITE AT HTTPS://WWW.TOED.TEXAS.GOV/ASSETS/PUBLIC/PLEMITING/STORM BASS AND WELSH ENGINEERING TX REGISTRATION NO. F-52, 3054 S. ALAMEDA STREET CORPUS CHRISTI, TEXAS 78404 BENCHMARKS WATER AND GAS SURVICE LINES KAND 65 (VERT), NAD 63 (HOROZONTAL OFFSITE STORM SEWER PUBLIC IMPROVEMENTS TO ROYAL OAK FUTURE UNITS CORPUS CHRISTI, NUECES COUNTY, TEXAS THESE LIKES WERE PLOTED IN THE PLANS AT LICENTIANS AS SHOWN ON CITY WARS OF FROM SURVEY FIELD DATA. THESE LICENTIANS AS SHOWN ARE APPROXIMET OR WAY NOT DOTAT AT LICENTIANS AS SHOWN, DIRER SERVICE WASS MAY EVENT THAT ARE NOT SHOWN IN PLANS HIRED. TOP CONTER SSMH AT RAND HORGAN ROAD EL 42.37, SEE LOCATION HAP ADOVE 2. IT SHALL BE THE RESPONSED ITY OF CONTRACTOR TO ADAGT/REPLACE/MODIFY ALL SOMACE UNCLI THAT CAUSE CONFLICT WITH PROPOSED STORM SERVER CONDUCTS AS SHOTH IN PLANS TOP CENTER SENH, IN NEWSTON READ, EL COVER SHEET AND MISCELLANEOUS INFORMATION 1. NO WLTER OR SWITHLY SERVER SERVER LINES SHILL BE OUT OF SERVER LENGER THAN -HOURS FOR MY PARTICULAR SERVER, LINE. PLOT SCALE <u>1' = 30'</u> SCALE (N): <u>AS SHOWN</u> JOB NO. <u>1</u> COM. NO. CS.Darg

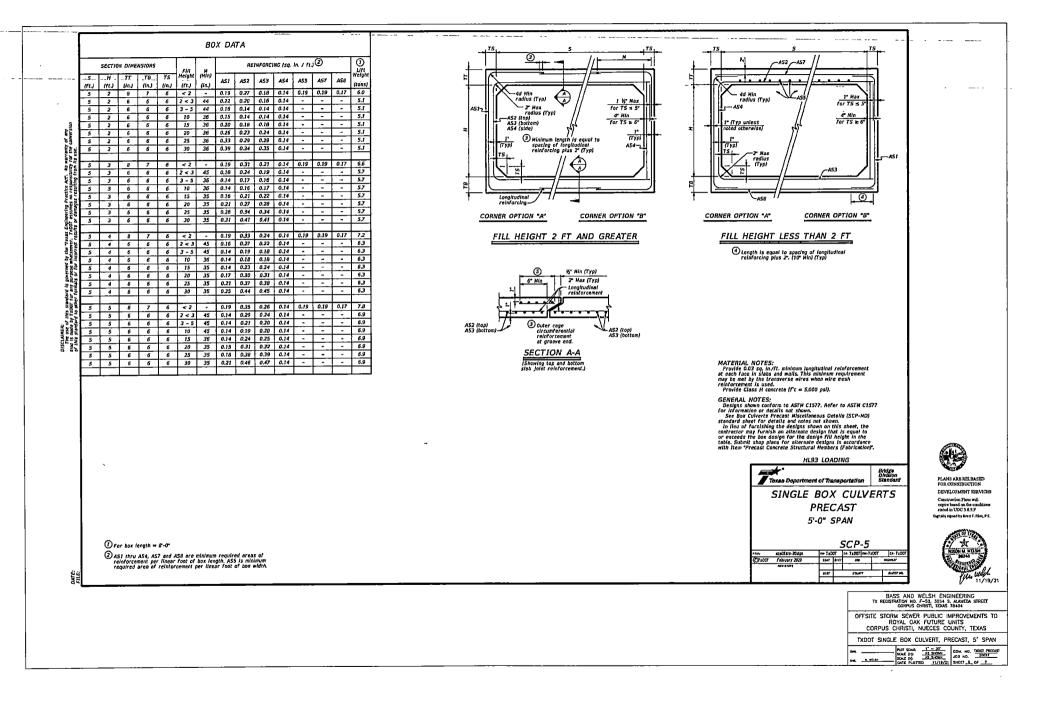


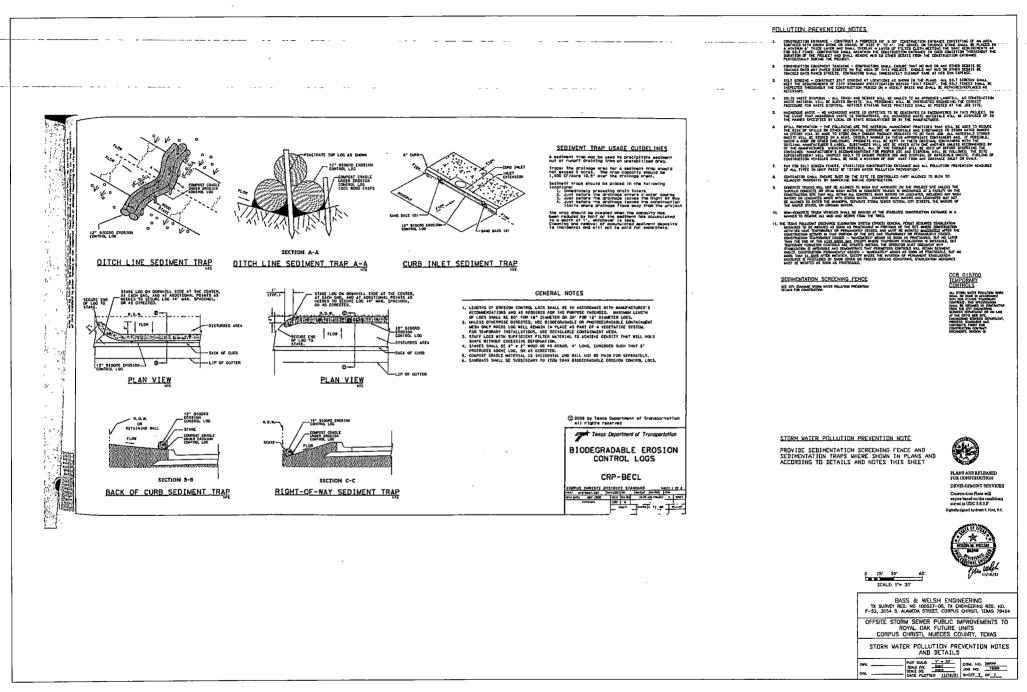


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NIXON M. WELSH, P.E., R.P.L.S. Email: NixMW1@gmail.com

BASS WELSH ENGINEERING TX Registration No. F-52 Survey Registration No. 100027-00 P.O. Box 6397 Corpus Christi, TX 78466-6397

3054 S. Alameda St. 361 882-5521~ FAX 361 882-1265

OFFSITE STORM SEWER PUBLIC IMPROVEMENTS TO ROYAL OAK FUTURE UNITS PRELIMINARY COST ESTIMATE 12/13/21

STORM SEWER ITEMS		QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	60" HDPP	2755	LF	320.00	881,600.00
2	TYPE "C" STORM MANHOLE	7	EA	16,000.00	112,000.00
3	5' X 4' R/C PRECAST BOX CULVERT	964	LF	800.00	771,200.00
4	ADJUST 6" WATER LINE IF NECESSARY	2	EA	6,500.00	13,000.00
5	REMOVE & REPLACE 8" PVC SANITARY SEWER	35	LF	100.00	3,500.00
6	PAVEMENT PATCHING	1085	SY	90.00	97,650.00
7	REMOVE & REPLACE CONCRETE WALK & CURB & GUTTER AT CROSSING OF				
	60"HDPP IN MCNORTON RD AND AT S. END OF BLANCO RD	1	LS	25,000.00	25,000.00
8	14" STEEL CASING PIPE IN TYPE "C" MH FOR SANITARY SEWER PIPE	16	LF	115.00	1,840.00
9	REMOVE & REPLACE C&G ALONG SIDE OF PROPOSED 5'X4' R/C BOX				
	CULVERT WHERE NECESSARY	800	LF	40.00	32,000.00
10	REMOVE & REPLACE PORTION OF R/C HEADWALL AT CONNECTION OF 5'X4'				
	R/C BOX CULVERT AT DITCH S. OF BLANCO RD	1	LS	25,000.00	25,000.00
11	REMOVE & REPLACE SEGMENTS OF 4" OR 6" SANITARY SEWER SERVICE				
	LINES	5	EA	10,000.00	50,000.00
12	STORM WATER POLLUTION PREVENTION	1	LS	3,000.00	3,000.00
13	MOBILIZATION	1	LS	2,500.00	2,500.00
14	BOND	1	LS	47,732.54	47,732.54

SUBTOTAL

\$2,066,022.54

\$2,443,071.65

206,602.25

10% CONTINGINCIES

\$2,272,624.79

7.5% ENGINEERING, SURVEYING, & TESTING <u>170,446.86</u>

SUBTOTAL

TOTAL



Cost Estimate Adjusted By: Brett Flint-Development Services Engineer PE

	Royal	Oaks Fu	iture U	nits Partic	ipat	tion Cost							
14-Dec-21													
	Oversize								Oversize				
	Item	Quantity	Unit	Unit Price		Cost	Quantity	Unit	ι	Jnit Price	Delta	Ov	ersize Cost
1	60" HDPP	2755	LF	\$ 320.00	\$	881,600.00	268	LF	\$	262.00	\$ 58.00	\$	15,544.00
2	TYPE "C" STORM MANHOLE	7	EA	\$16,000.00	\$	112,000.00						\$	-
3	5' X 4' R/C PRECAST BOX CULVERT	964	LF	\$ 800.00	\$	771,200.00	964	LF	\$	660.00	\$ 140.00	\$	134,960.00
4	ADJUST 6" WATER LINE IF NECESSARY	2	EA	\$ 6,500.00	\$	13,000.00	1	EA	\$	6,500.00	\$ 6,500.00	\$	6,500.00
5	REMOVE & REPLACE 8" PVC SANITARY SEWER	35	LF	\$ 100.00	\$	3,500.00							
6	PAVEMENT PATCHING	1085	SY	\$ 90.00	\$	97,650.00							
7	REMOVE & REPLACE CONCRETE WALK & CURB & GUTTER AT CROSSING OF 60"HDPP IN MCNORTON RD AND AT S. END OF BLANCO RD	1	LS	\$ 25,000.00	\$	25,000.00							
8	14" STEEL CASING PIPE IN TYPE "C" MH FOR SANITARY SEWER PIPE	16	LF	\$ 115.00	\$	1,840.00							
9	REMOVE & REPLACE C&G ALONG SIDE OF PROPOSED 5'X4' R/C BOX CULVERT WHERE NECESSARY	800	LF	\$ 40.00	\$	32,000.00							
10	REMOVE & REPLACE PORTION OF R/C HEADWALL AT CONNECTION OF 5'X4' R/C BOX CULVERT AT DITCH S. OF BLANCO RD	1	LS	\$ 25,000.00	\$	25,000.00							
11	REMOVE & REPLACE SEGMENTS OF 4" OR 6" SANITARY SEWER SERVICE LINES	5	EA	\$ 10,000.00	\$	50,000.00	1	EA	\$	2,000.00	\$ 2,000.00	\$	2,000.00
12	STORM WATER POLLUTION PREVENTION	1	LS	\$ 3,000.00	\$	3,000.00							
13	MOBILIZATION	1	LS	\$ 2,500.00	\$	2,500.00							
14	BOND	1	LS	\$47,732.54	\$	47,732.54	1	EA	\$	43,972.10	\$ 3,760.44	\$	3,760.44
	SUBTOTAL				\$	2,066,022.54						\$	162,764.44
	10% CONTINGINCIES				\$	206,602.25						\$	16,276.44
	SUBTOTAL				\$	2,272,624.79						\$	179,040.89
	7.5% ENGINEERING, SURVEYING, & TESTING				\$	170,446.86						\$	13,428.07
	TOTAL				\$	2,443,071.65					OVERSIZE	\$	192,468.95
										BASE COST		\$	2,250,602.70
										At	30%	\$	675,180.81
							Total Participation \$867,649.76						



DISCLOSURE OF INTERESTS

Development Services Department

2406 Leopard St. Corpus Christi, TX 78408 | Phone: 361.826.3240 | platapplication@cctexas:com

City of Corpus Christi Ordinance 17112, as a City to provide the following information. E answer with "NA".		
NAME: MPM Development, LP		
STREET: PO Box 331308	CITY: Corpus Christi	ZIP: 78463
FIRM is: 🔲 Corporation 🛛 🔳 Partnership	Sole Owner Association	Other
D	ISCLOSURE QUESTIONS	
If additional space is necessary, please use the	he reverse side of this page or attach	separate sheet.
1. State the names of each "employee' constituting 3% or more of the owners Name N/A	hip in the above named "firm".	naving an "ownership interest" v Department (if known)
2. State the names of each "official" constituting 3% or more of the owners Name N/A		aving an "ownership interest"
3. State the names of each "board meml constituting 3% or more of the owners Name N/A	hip in the above named "firm".	having an "ownership interest" on, or Committee
4. State the names of each employee or of on any matter related to the subject of more of the ownership in the above national Name N/A	this contract and has an "owners	
	CERTIFICATE (To Be Notarizo	ed)
I certify that all information provided is true withheld disclosure of any information reques the City of Corpus Christi, Texas as changes of	and correct as of the date of this sta sted; and that supplemental stateme occur.	atement, that I have not knowingly ints will be promptly submitted to
Certifying Person: Mossa (Moses) Mos	taghasi Title	e: General Partner
(Print) Signature of Certifying Person:	Date	_{e:} 11-29-21

Revised 6/13/19 | Page 1 of 2



DEFINITIONS

Development Services Department

2406 Leopard St. Corpus Christi, TX 78408 | Phone: 361.826.3240 | platapplication@cctexas.com

- a. "Board Member". A member of any board, commission or committee appointed by the City Council of the City of Corpus Christi, Texas.
- b. "Employee". Any person employed by the City of Corpus Christi, Texas, either on a full or part time basis, but not as an independent contractor.
- c. "Firm". Any entity operated for economic gain, whether professional, industrial or commercial and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust and entities which, for purposes of taxation, are treated as non-profit organizations.
- d. "Official". The Mayor, members of the City Council, City Manager, Deputy City Manager, Assistant City Managers, Department and Division Heads and Municipal Court Judges of the City of Corpus Christi, Texas.
- e. "Ownership Interest". Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate or holding entity. "Constructively held" refers to holding or control established through voting trusts, proxies or special terms of venture or partnership agreements.
- f. "Consultant". Any person or firm, such as engineers and architects, hired by the City of Corpus Christi for the purpose of professional consultation and recommendation.